

In re the marriage of

_____,
JOINT PETITIONER-WIFE
____ - ____ - _____, social security #

and

_____,
JOINT PETITIONER-HUSBAND
____ - ____ - _____, social security #

(Mark only one with an X)

- ☐ STATE OF WISCONSIN is NOT a party
☐ STATE OF WISCONSIN IS a party

Marital Settlement Agreement by Joint Petitioners

No Minor Children

Case No.: _____

(Mark only one with an X)

- ☐ Divorce-40101
☐ Legal Separation-40201

I. Preliminary Statements

1. The parties have _____ adult child(ren). The WIFE is not pregnant and has not given birth to any other children during the relationship or marriage.
2. ☐ Both parties agree that this **marriage is irretrievably broken**.
☐ The marriage **is not** irretrievably broken. We are jointly asking for a Legal Separation because: _____

3. Both parties acknowledge that they have the right to hire an attorney to represent their legal interests, that they proceed in this action without an attorney by their own choice, and that they understand their legal and financial rights and tax consequences well enough to proceed without an attorney.
4. Both parties state that the following agreement is a reasonable, fair, and equitable division of their marital property and debts. The parties also consent to its terms freely and voluntarily after considering their economic circumstances, the property each brought into the marriage, their age and health, their earnings, and length of the marriage.
5. Both parties believe that the other party has made an honest, complete, and fair financial disclosure of their income, assets, debts, and liabilities. Each party waives any further formal **Financial Disclosure Statements**.
6. Both parties waive any and all jurisdictional objections to the extent they are legally allowed to do so, including objections based on military service of the United States as defined in Sec.511 of the **Soldiers and Sailors Civil Relief Act of 1940**, as amended, 50 USC Sec.510, et seq., and state that neither is entitled to the protection of that act.

II. Marital Settlement Agreement

Subject to the approval of the Court, the parties agree that the terms of this action, to be included in the **Findings of Fact, Conclusions of Law and Judgment**, shall be as follows:

1. Maintenance (Spousal Support)

A. Wife (Mark only one with an **X**)

1. ☐ Wishes to **waive** her right to receive maintenance. She understands that by waiving maintenance, she may **never** request that a court award her maintenance from the husband named in this agreement.
2. ☐ **Wishes** to leave **open** her right to receive maintenance. This may allow a court to award her maintenance from the husband named in this agreement in the future under the following circumstances

3. ☐ The WIFE shall pay maintenance to the HUSBAND in the amount of \$_____ per month starting _____, 20____ &
(Month) (Day) (Year)
ending _____, 20____ **OR** ☐ until further court order.
(Month) (Day) (Year)

B. Husband (Mark only one with an **X**)

1. ☐ Wishes to **waive** his right to receive maintenance. He understands that by waiving maintenance, he may **never** request that a court award him maintenance from the wife named in this agreement.
2. ☐ **Wishes** to leave **open** his right to receive maintenance. This may allow a court to award him maintenance from the wife named in this agreement in the future under the following circumstances:

3. ☐ The HUSBAND shall pay maintenance to the WIFE in the amount of \$_____ per month starting _____, 20____ &
(Month) (Day) (Year)
ending _____, 20____ **OR** ☐ until further court order.
(Month) (Day) (Year)

The parties acknowledge that maintenance payments shall be taxable income to the party receiving the payments and deductible by the party making payments.

2. All Marital and Non-Marital Debts and Obligations

A. The parties state that they have not incurred any debts or liabilities which are unpaid, other than those disclosed in this document. Any outstanding debts or liabilities not disclosed shall be the responsibility of the party who incurred it, and that party shall hold the other harmless for its payment.

B. ☐ There are **NO debts or obligations**.

C. ☐ The WIFE will pay the following debts and shall NOT hold the HUSBAND liable for their payment:

Creditor	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

D. ☐ The HUSBAND will pay the following debts and shall NOT hold the WIFE liable for their payment:

Creditor	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

WARNING: Any agreements on payment of debts listed above are not binding on creditors who gave the parties credit during the marriage.

3. Property Division

The parties agree to divide their property as follows: (Mark all that apply with an X)

A. Property to WIFE. The WIFE shall be awarded the following:

☐ Motor Vehicles _____, _____, _____
Make Model Year
_____, _____, _____
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the WIFE's possession.

☐ The following Life Insurance policies and cash values if any:

Institution Name Type Insurance Account Number (last 4 digits)

*☐ Retirement/profit-sharing/deferred compensation plans (example: pension, 401k):
Interest Type Plan Name

☐ Savings and checking accounts in her name:
Institution Name Type of Account Account Number (last 4 digits)

☐ Other personal property in her name or in her possession.
List Other Property

☐ Property now in possession of the HUSBAND that is to be delivered to the WIFE:
List items

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

☐ Cash payment from HUSBAND to equalize marital estate in the amount of \$

☐ Payment to be made on or before _____, _____, _____ OR
(Month) (Day) (Year).

☐ WIFE acknowledges receipt of this amount from HUSBAND.

☐ Other: _____

B. Property to HUSBAND. The HUSBAND shall be awarded the following:

☐ Motor Vehicles _____, _____, _____
Make Model Year

_____, _____, _____
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the HUSBAND's possession

☐ The following Life Insurance policies and cash values if any:

Institution Name Type Insurance Account Number (last 4 digits)

*☐ Retirement/profit-sharing/deferred compensation plans (example: pension, 401k):
Interest Type _____ Plan Name _____

☐ Savings and checking accounts in his name:
Institution Name _____ Type of Account _____ Account Number (last 4 digits) _____

☐ Other personal property in his name or in his possession.
List Other Property _____

☐ Property now in possession of the WIFE that is to be delivered to the HUSBAND:
List items _____

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

☐ Cash payment from WIFE to equalize marital estate in the amount of \$ _____
☐ Payment to be made on or before _____, _____, _____ OR
(Month) (Day) (Year).
☐ HUSBAND acknowledges receipt of this amount from WIFE.

☐ Other: _____

***WARNING:** There may be substantial legal and income tax implications involved in the transfer of retirement plan interests, and there may be specific forms and procedures required for transferring retirement interests to the other party. Some plans require a "Qualified Domestic Relations Order (QDRO)" to complete such a transfer. Certain retirement plans may not allow for one person's interest to be transferred to another. The assistance of an attorney or an accountant may be helpful and/or necessary to address the division or valuation of retirement accounts.

4. **Real Estate** (Mark all that apply with an X)

A. ☐ The parties do not own any real estate.

WARNING: There may be substantial legal and income tax implications with regard to the ownership and transfer of real estate and complications may arise after the divorce is granted. The assistance of an attorney or an accountant may be helpful and/or necessary.

B. ☐ The parties own a primary residence at the following address:

_____, _____, _____, _____
(Street Address) (City) (State) (ZIP Code)

Attach a copy of the full legal description for the property (from a deed, transfer tax return, or survey).

(Mark only one with an X)

1. ☐ **The WIFE shall receive sole title to the property.** The HUSBAND will sign a Wisconsin Real Estate Transfer Return and Quit Claim Deed no later than the date of the final hearing to effect the change in title. The WIFE will be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The WIFE will hold the HUSBAND harmless for the payment of those expenses.

2. ☐ **The HUSBAND shall receive sole title to the property.** The WIFE will sign a Wisconsin Real Estate Transfer Return and Quit Claim Deed no later than the date of the final hearing to effect the change in title. The HUSBAND will be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The HUSBAND will hold the WIFE harmless for the payment of those expenses.

3. ☐ The parties agree to title the property as **tenants in common** as of the date of divorce, and agree that the WIFE will reside on the property until _____, 20____,
(Month) (Day) (Year).

when the property must be sold or the WIFE will buy out the HUSBAND's portion of the equity. The WIFE will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property. The WIFE shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale. The parties will divide the net equity as follows:

While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally.

4. ☐ The parties agree to title the property as **tenants in common** as of the date of divorce and that the HUSBAND will reside in it until _____, 20____,
(Month) (Day) (Year).

must be sold or the HUSBAND will buy out the WIFE's interest which then exists in the equity. The HUSBAND will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property. The HUSBAND shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale. The parties will divide the net equity as follows:

While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally.

- C. According to Wisconsin Statute 840.10, the court will need to confirm or change the ownership of **all** real estate owned by you and/or your spouse: List addresses of all additional real estate (house, lot, hunting cabin, vacant land, timeshare, etc.) and your agreement for how to divide the real estate. If you do not own additional real estate, write **NA** on the lines below. (Use separate page to report additional real estate)

☐ The parties own additional real estate at the following address(s):

_____, _____, _____
(Street Address) (City) (State) (ZIP Code)

Attach a copy of the full legal description for the property (from a deed, transfer tax return, or survey).

The parties agree on how to divide the real estate and will cooperate in signing and exchanging all documents needed to make required title changes.

The parties agree to divide the real estate as follows:

☐ **Additional property is reported on the attached sheet.**

Each party will fully cooperate in the signing of all necessary and appropriate real estate documents on the date of divorce, or as soon as is practical, to accomplish the change in title to any real estate.

5. Income Tax Returns

A. Year of Divorce

The parties agree to file their income tax returns for the year of the divorce consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.
AND

B. Year Before Divorce- (Mark only one with an **X** If last year's taxes have not yet been filed)

- ☐ The parties agree to file **joint income tax returns** for the tax year 20____. They will divide equally any refunds, pay equally any penalties or taxes due, and share the costs of the preparation of the returns. They agree to cooperate in preparing the returns.
- ☐ The parties agree to file **individual tax returns** for 20____. They agree to claim the marital tax deductions as follows:

6. **Arrearages for Maintenance** (Mark only one with an X)

A. ☐ There are **no maintenance arrearages owed** by either party to the other, and any arrearages for maintenance showing on the court financial record shall be set to zero.

B. ☐ The HUSBAND is in arrears for the payment of maintenance in the total amount of \$_____ with an interest rate of _____% which is owed to WIFE. The agreement for repayment is as follows:

1. ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or
2. ☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$ _____ per month until the debt is paid in full.

(Employer's Name)

(Street Address)

_____, _____
(City) (State) (ZIP Code)

(____-____) _____
(Phone Number)

(Contact Person)

C. ☐ The WIFE is in arrears for the payment of maintenance in the total amount of \$_____ with an interest rate of _____% which is owed to HUSBAND. The agreement for repayment is as follows:

1. ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or
2. ☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$ _____ per month until the debt is paid in full.

(Employer's Name)

(Street Address)

_____, _____
(City) (State) (ZIP Code)

(____-____) _____
(Phone Number)

(Contact Person)

7. **Divesting of Property Rights; Mutual Releases**

Each party gives up all right, title and interest in the property awarded to the other. All property and money received and retained by the parties shall be their separate property, free and clear of any right, title, interest or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married. Except as expressly provided for in this agreement, each party accepts the property awarded in this agreement as full satisfaction of all property rights and all obligations arising out of the marital relationship.

8. Financial Disclosure

A. Covenants

Each party states to the other that there has been a full disclosure of all income, assets, debts, and liabilities, and that the property referred to in this Marital Settlement Agreement represents all the property to which either of them has any interest or right, either legal or equitable. The parties also understand that a deliberate failure to provide complete disclosure constitutes perjury if either party deliberately or negligently fails to disclose any asset, as required by Wis. stat. 767.27, resulting in the omission of any asset or assets with a fair market value of \$500.00 or more from the final distribution of property, a constructive trust shall be established for all undisclosed assets, for the benefit of the parties.

B. Privacy

According to Wis. Stat. 767.27, all information disclosed in any Financial Disclosure Statement shall be confidential, and may not be made available to any person for any purpose other than for the adjudication, appeal, modification, or enforcement of judgment of an action affecting the marriage of the disclosing parties.

9. Restoration of Name (Mark all that apply with an X).

- A. ☐ The WIFE ☐ The HUSBAND requests to keep his/her married name.
B. ☐ The WIFE requests that she be restored use of her former surname of _____.
C. ☐ The HUSBAND requests that he be restored use of his former surname of _____.

10. Execution of Documents

The parties agree to execute and deliver any and all documents that may be necessary to carry out the terms of this agreement. If necessary, the parties designate any circuit court judge of this county to sign, at any time, an order which shall establish the execution of this document.

11. Voluntary Execution

The parties state they have entered into this Marital Settlement Agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. Each believes its terms to be fair and reasonable under the circumstances. ***Both parties acknowledge that they are aware that there may be substantial legal and tax implications with regard to this Agreement, and that lack of knowledge of the law may not be sufficient to convince the Court that relief from these provisions is required. Both parties acknowledge that they have the right to seek the advice of an attorney and, to the extent that they have not, they proceed with the knowledge they presently have.***

12. Entire Agreement

Both parties state that they have freely entered into this Agreement and that no promises or statements of any kind have been made to persuade them to enter into this agreement, other than those set forth in the agreement itself. This Agreement is intended to be, and is, the complete agreement of the parties.

13. Modification and Waiver

A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by both parties and approved by the court. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

14. Restraining Order

Both parties agree not to molest or interfere with the personal liberty of the other, or to come on the premises occupied by the other as a residence, except with the specific permission of that party.

15. Incorporation of Agreement into Judgment

The parties agree that this Marital Settlement Agreement shall be submitted to the court for approval, and both parties request that the court include its terms in the final Judgment of Divorce and make the terms enforceable as part of such Judgment. If the court does not grant a Judgment that includes this Agreement, the provisions of this entire Agreement shall be void and of no legal force and effect unless expressly indicated to the contrary in a specific paragraph of this Agreement.

16. Wisconsin as Forum

The forum for all disputes shall be the Waukesha County Circuit Court in the State of Wisconsin unless otherwise agreed to in writing or as provided under ch. 769 Wis. stats.

17. Other Provisions, If Any (If there are no additional provisions, write "NONE")

WIFE's Signature

HUSBAND's Signature

Dated: _____
(Month) (Day) (Year).

Dated: _____
(Month) (Day) (Year).

State of Wisconsin, by Waukesha County Child Support Division

- ☐ Approved
☐ Not Approved
☐ Not Required

Signature of Waukesha County Child Support Division Attorney

Dated: _____
(Month) (Day) (Year).